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#### Contract Database Metadata Elements

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Solvay, Village Of And Solvay Police  
Benevolent Assn Inc

✓1/POL

EMPLOYMENT AGREEMENT

BETWEEN

THE VILLAGE OF SOLVAY

AND

THE SOLVAY POLICE BENEVOLENT ASSOCIATION INCORPORATED

JUNE 1, 2000 TO MAY 31, 2004

**RECEIVED**

SEP 17 2002

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

12

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Section 204(a) of the Civil Service Law of the State of New York, commonly referred to as the Taylor Law, requires the following paragraph to be included within any labor agreement between a public employer and a public employee:

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS, THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

## PREAMBLE

This is a collective bargaining agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the Village of Solvay, New York, a duly incorporated municipal corporation incorporated and existing under and by virtue of the Laws of the State of New York, Party of the First Part, and hereinafter referred to as "Village" and the Solvay Police Benevolent Association Incorporated, Party of the Second Part, and hereinafter referred to as "PBA".

### **ARTICLE 1      RECOGNITION AND APPLICATION OF AGREEMENT**

#### **1.1      Collective Bargaining Unit**

The Village hereby recognizes the PBA as the sole and exclusive bargaining agent for all Civil Service Police Officers, including those of the competitive class employed in the Village of Solvay Police Department with the exception of the positions of Police Lieutenant and Police Chief.

#### **1.2      Application of Agreement**

This agreement shall apply to all Police Officers within the bargaining unit defined in section 1.1 whether the same are members of the PBA or not.

### **ARTICLE 2      OBLIGATION OF THE PBA AND VILLAGE**

#### **2.1      No Discrimination by the PBA**

The PBA agrees as a condition of such recognition by the Village not to discriminate with regard to the terms and conditions of membership in said PBA by reason of race, color, creed or national origin and agrees not to discriminate in its representation of all members of the Village of Solvay Police Department, whether the same are members of the PBA or not.

#### **2.2      No Strike**

The PBA agrees that it will not call, sanction, cause, instigate, encourage or condone any strike, picketing, slowdown, concentrated refusal to perform assigned work, or any other type of job action which is designed to impede or shall have the effect of impeding the normal and efficient operation of the Village of Solvay Police Department.

### **ARTICLE 3      SALARIES AND WAGES**

#### **3.1      Definitions**

For the purpose of fixing salaries of the police officers included in the agreement, it is agreed that:

- a.      Patrolman 4th class shall be a patrolman during his first year of employment by the Village.

- b. Patrolman 3rd class shall be a patrolman during his second year of employment by the Village.
- c. Patrolman 2nd class shall be a patrolman during his third year of employment by the Village.
- d. Patrolman 1st class shall be a patrolman during his fourth year of employment by the Village and thereafter until promoted to Sergeant.

### 3.2 Wages

The commencement and termination of the following dates shall reflect their respective salaries according to class of officer.

	6/1/00-5/31/01	6/1/01-11/30/01	12/1/01-5/31/02	6/1/02-5/31/03	6/1/03-5/31/04
Patrolman 4th Class	\$32,941.10	\$33,599.92	\$34,271.92	\$35,642.80	\$37,068.51
Patrolman 3rd Class	\$36,734.49	\$37,469.18	\$38,218.56	\$39,747.30	\$41,337.19
Patrolman 2nd Class	\$38,082.12	\$38,843.76	\$39,620.64	\$41,205.47	\$42,853.69
Patrolman 1st Class	\$42,465.00	\$43,314.30	\$44,180.59	\$45,947.81	\$47,785.72
Sergeant	\$46,463.42	\$47,392.69	\$48,340.54	\$50,274.16	\$52,285.13

Pay will be retroactive to 01 June 2000 and will cover all time worked including call-in, overtime and holiday pay.

### 3.3 Longevity Increments

Effective January 17, 2002, each member of the Village of Solvay Police Department shall receive a longevity increment payable annually as follows:

Completion of five (5) years: \$250.00  
 Completion of ten (10) years: \$500.00  
 Completion of fifteen (15) years: \$750.00  
 Completion of seventeen (17) years: \$1,000.00

Each member shall receive an additional longevity increment of \$250.00 who has completed an additional five (5) year period after the completion of seventeen (17) years.

Pursuant to the 1995 Interest Arbitration Award Effective June 1, 1994, a \$250.00 longevity increment was awarded to Officers Morris, Perrigo, Wood, and Mossotti in addition to any longevity benefits they may have already, accrued in accordance with their tenure with the Village.

**ARTICLE 4 UNIFORMS**

**4.1 Initial Uniforms**

The Village shall provide at the expense of the Village a full initial issue uniform to each member of the Village of Solvay Police Department at the time of appointment, the extend thereof to be determined by the Chief of Police and which shall include:

One (1) dress blouse

One (1) hat

One (1) raincoat

One (1) gun belt

One (1) holster

One (1) set of handcuffs

One (1) handcuff case

One (1) refer (overcoat)

Two (2) pairs of trousers

Three (3) short sleeve shirts

Three (3) long sleeve shirts

Two (2) neckties

One (1) ammunition pouch capable of carrying 12 rounds of duty ammunition

Eighteen (18) rounds of duty ammunition

One (1) police baton

One (1) service weapon

and any other article of clothing required by the Chief of Police at his discretion. The Village shall also be responsible for the initial purchase of any additional article of uniform which is not a replacement of any article previously required and which may hereafter be required by the Chief of Police.

**4.2 Uniform Replacement and Maintenance**

The Village agrees that it shall pay the cost of replacing or maintaining any item of uniform or equipment as required for the performance of a police officer's duties as a member of the Village of Solvay Police Department. Maintenance shall not include the cost of laundry or dry cleaning.

The obligation of the village hereunder shall not exceed the total sum of \$450.00 (four hundred dollars) for each year. This payment shall be made



directly to the officer by giving the officer a check for \$225.00 in the first pay period of January and another \$225.00 in the first pay period of June, for a total of \$450.00 a year. This check will be in a lump sum subject to any applicable taxes. Each officer shall maintain his or her uniform in a good state of repair in accordance with the rules and regulations of the police department. In the event that officers do not maintain their uniforms and equipment in accordance with the rules and regulations of the department, then the uniform replacement and maintenance will return to the provisions set forth in the 1986-1987 contract, except for the dollar amount

In the event a person becomes a member of the police department during the fiscal year, his or her uniform replacement and maintenance cost shall be pro-rated for the remainder of that fiscal year. Said member shall be entitled to 1/12 (one-twelfth) for each remaining month or portion thereof of the total replacement and maintenance cost for that fiscal year as provided above.

**4.3 Vehicle Inspection and Maintenance**

All police vehicles shall be inspected annually by a Village authorized mechanic, and shall be maintained by the Village in such condition as to pass New York State Inspection.

**ARTICLE 5 VACATIONS, HOLIDAYS AND SCHEDULING**

**5.1 Vacations**

It is further agreed by the Village that each member of the police department shall be entitled to an annual vacation based on the member's anniversary date to be determined as follows:

- a. During the first year of service a member's vacation time will be pro rated at 1.16 days of vacation time off with pay for every month worked. (ex: If said member was hired in May and for some reason said member left in January before completing one year of service, said member would be entitled to 9 days of vacation time off with full pay.  $8 \text{ months} \times 1.16 \text{ days} = 9.28 \text{ or } 9 \text{ days.}$ )
- b. During the 2nd year of service and up to the 8th year of service, a member shall receive fourteen (14) working days vacation time off with full pay on their anniversary dates. (ex: If said member was hired in May, after his first year of service said member will receive fourteen (14) working days of vacation time off with full pay every May, said vacation time would have to be taken or used up by the May of the next year, at which time each May said member would

receive another fourteen (14) days off with pay until he reached his next step.)

- c. During the 9th year of service and up to the 14th year of service, a member shall receive twenty-one (21) working days vacation time off with full pay on their anniversary dates. (ex: If said member was hired in May, said member will receive twenty-one (21) working days of vacation time off with full pay every May, said vacation time would have to be taken or used up by the May of the next year, at which time each May said member would receive another twenty-one (21) days off with pay until they reached their next step.)
- d. During the 15th year of service and up to the member's retirement, a member shall receive twenty-eight (28) working days vacation time off with full pay on their anniversary dates. (ex: If said member was hired in May, said member will receive twenty-eight (28) working days of vacation time off with full pay every May, said vacation time would have to be taken or used up by the May of the next year, at which time each May said member would receive another twenty-eight (28) days off with pay until they reached their next step.)

Pursuant to the 1995 Interest Arbitration Award, in recognition of their prior service time as a police officer, commencing with the 1995 vacation year, Officer Alan Wood, Morris, Perrigo, and Mossotti shall be entitled to twenty-one (21) days vacation, as if they had otherwise accrued sufficient time in accordance with the vacation benefits set forth in subsection 5.1 (A) (B) of this article.

## **5.2 Holidays**

Each member of the police department, with the exception of all Lieutenants, shall receive an additional lump sum payment on the first pay day of November each year equal to eleven (11) days salary for each member's respective rank. This sum shall be deemed to be compensation for eleven (11) legal holidays whether or not such member shall be required to work such days, provided however that in any year when there are Village elections, each member of the police department shall be compensated twelve (12) such legal holidays as aforesaid.

The legal holidays for which each member of the police department shall be compensated for as aforesaid shall include:

New Year's Day	Lincoln's Birthday
Washington's Birthday	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day
Election Day- Other than Village Elections	
Village Elections Day-When such Village election takes place	

### 5.3 Sick Leave

Each member of the police department shall be entitled to One Hundred Thirty (130) days sick leave each calendar year, and shall be paid his full salary for One Hundred Thirty (130) work days during any and all times that he is incapacitated from work by reason of illness each calendar year.

It is further understood and agreed that sick leave shall not accumulate from year to year, and that upon retiring or separation from the police department, the retiring or separating member shall not be entitled to monetary compensation for any of said sick leave which has not been actually utilized during the year preceding said retirement or separation, provided, however, that each member of the police department shall be entitled to aforesaid One Hundred Thirty (130) days sick leave each year without the necessity of the same accumulating before each member shall be entitled to utilize the same and the right to said sick leave shall commence for each member of the department immediately upon the execution of this agreement and as to each new member of the department immediately upon his or her acceptance as a permanent member of the police department.

Any member of the police department who is absent from work by reason of illness three days or less during contract year, shall receive a bonus day off, which day off is to be with pay and on a day which the recipient thereof is to select.

Officers shall call the Supervisor (Senior Officer) or Duty Sergeant if they are to be absent. The specific reason will not be listed on "charts", but the notice of the illness (reason) will still be given and recorded.

A physician's statement verifying the employee's incapacity to perform the job duties shall be required upon the request of the Chief or his authorized designee in case of:

- a. absence of three (3) consecutive work days or more;

- b. sick leave taken on day(s) where paid leave credits or absences have been previously requested and disapproved;
- c. for sick leave taken immediately preceding or following vacation days or holidays; and
- d. unverified sick leave taken on more than one (1) holiday in a calendar year on which the employee is scheduled and required to work.

If the member fails to comply with the request of the Chief or authorized designee, such absence shall be considered time off without pay.

#### **5.4 Compensation**

Each member of the police department shall be paid his full salary during any and all times that he is incapacitated from work by reason of any injury or physical or mental condition which arises out of or in the course of his employment as a police officer for the Village of Solvay; and it is further understood and agreed that the Village shall be entitled, by reason thereof, and upon payment thereof as aforesaid, to a lien against the compensation paid to any such member of the police department, by reason of any award for the same by the Workers' Compensation Board, and the amount of said lien shall be determined by multiplying the weekly rate of compensation paid to said member as determined by the Workers' Compensation Board by the number of weeks said member is disabled from his employment and actually receives said award through the Workers' Compensation Board, and shall continue until such time as said member of the police department returns to work or until his employment is otherwise terminated without said member returning to work.

It is further understood and agreed that the same shall not constitute a lien against any sums paid for or on behalf of said member of the police department for medical services for the treatment of said injuries nor shall the same constitute a lien against any award received by said member by reason of any permanent disability whether the same be total or partial, nor shall the same constitute a lien against the death benefit paid to the survivors of said member. Each member shall be obligated to apply for Workers' Compensation benefits where applicable.

#### **5.5 Funeral Leave**

When a member of the immediate family of a member of the police department shall die, the Village will, upon request from such employee, grant a leave of absence from the hours the employee is scheduled to work during the first three (3) days next following the date of death. The date of

death may be used as one of the three days provided the time of death occurs on a scheduled working day prior to the scheduled reporting time of said member. The Village will pay to the member for the scheduled hours not worked during the three (3) days the said member's straight time rate. The words "immediate family" shall mean: spouse, children, son-in-law, daughter-in-law, grandchildren, parents, or stepparents, grandparents, brother, or sister of said member or spouse. No pay allowance shall be granted in a case where said member doesn't attend the funeral of the deceased relative and proof of death and relationship may also be required by the Village.

If there is a lapse of time of more than three (3) days between the date of death and the date of the funeral, the leave may be for days other than the first three (3) days next following the date of death, provided it covers only regular scheduled straight time hours between or including the date of death and the date of the funeral and does not provide for a total payments in excess of twenty-four (24) hours straight time at the member's regular rate.

If, because of the distance involved, a member cannot attend the funeral of the member of the immediate family as defined herein, he will be excused from work with pay for a period of time from his working hours necessary to attend one (1) memorial service for the deceased.

#### **5.6 Personal Leave Days**

It is agreed and understood between the parties that each member of the police department covered by this agreement is entitled to two (2) personal days off subject to the following restrictions:

- a. Personal leave should be charged to sick leave, but in no way effect the "bonus day provision" pursuant to paragraph 5.4 herein.
- b. Except in an emergency, requests for personal leave are to be made seven days in advance.
- c. Personal leave days are subject to the approval of the Chief of Police.

#### **5.7 Scheduling**

- a. Pursuant to Section 971 of the Unconsolidated Laws of the State of New York as applicable to the Village of Solvay Police Department, the same being a police force of not less than four (4) members, the proper officer duly designated by the Village to perform the duties of Chief of Police, shall not assign any patrolman to more than one tour of duty, which said tour of duty shall not exceed eight (8) consecutive hours of each consecutive twenty-four (24) hours, nor shall any

patrolman be assigned to more than forty (40) hours of duty during a seven (7) consecutive day period, except in an emergency as described in the laws of the State of New York.

- b. Effective June 1, 1989, a work schedule called "4-2" as set forth in the Section annexed hereto and made a part hereof entitled section 5.8 shall be in effect. The "4-2" work schedule is four (4) days on, two (2) days off.
- c. The Village shall establish permanent eight (8) hour shifts together with Roust shifts and assignment to each shift shall be on a permanent basis, except in an emergency. Assignment to shifts shall, when possible, be at the request of each officer and shift selection opportunity shall be on a seniority basis. Shift assignments shall not be changed except in an emergency, poor performance or for good cause upon reasonable notice to the officer whose shift change is contemplated.
- d. The establishment of the aforesaid shifts and shift assignments thereto as set forth above, shall not be construed in any manner as to deprive the Chief of Police from the exercise of reasonable and necessary discretion to adjust shift assignments in the best interest and efficient completion of the duties and obligations of the Village of Solvay Police Department.
- e. Once an officer has selected a shift assignment, he cannot ask for another shift assignment for a period of six (6) months from the date which the officer begins working the shift assignment selected, unless a shift assignment becomes vacant, where the vacant shift assignment will then be filled by the senior officer requesting that shift assignment.
- f. A beat sheet will be posted by the Chief of Police on or before the 15th day of the preceding month prior to the effective date of the beat sheet
- g. Seniority for scheduling vacations will be defined as the length of time a police officer has been employed by the Solvay Police Department as a full-time police officer, with his time for seniority beginning from the date when the police officer was appointed as a full-time police officer by the Solvay Police Department.

### 5.8 Work Schedule

1	OFF	A	A	OFF	B	B	OFF	C	C	OFF	B
2	OFF	A	A	OFF	B	B	OFF	C	C	OFF	B
3	A	OFF	A	B	OFF	B	C	OFF	C	C	OFF
4	A	OFF	A	B	OFF	B	C	OFF	C	C	OFF
5	A	A	OFF	B	B	OFF	C	C	OFF	C	B
6	A	A	OFF	B	B	OFF	C	C	OFF	C	B
7	OFF	A	A	OFF	B	B	OFF	C	C	OFF	B
8	OFF	A	A	OFF	B	B	OFF	C	C	OFF	B
9	A	OFF	A	B	OFF	B	C	OFF	C	C	OFF
10	A	OFF	A	B	OFF	B	C	OFF	C	C	OFF
11	A	A	OFF	B	B	OFF	C	C	OFF	C	B
12	A	A	OFF	B	B	OFF	C	C	OFF	C	B
13	OFF	A	A	OFF	B	B	OFF	C	C	OFF	B
14	OFF	A	A	OFF	B	B	OFF	C	C	OFF	B
15	A	OFF	A	B	OFF	B	C	OFF	C	C	OFF
16	A	OFF	A	B	OFF	B	C	OFF	C	C	OFF
17	A	A	OFF	B	B	OFF	C	C	OFF	C	B
18	A	A	OFF	B	B	OFF	C	C	OFF	C	B
19	OFF	A	A	OFF	B	B	OFF	C	C	OFF	B
20	OFF	A	A	OFF	B	B	OFF	C	C	OFF	B
21	A	OFF	A	B	OFF	B	C	OFF	C	C	OFF
22	A	OFF	A	B	OFF	B	C	OFF	C	C	OFF
23	A	A	OFF	B	B	OFF	C	C	OFF	C	B
24	A	A	OFF	B	B	OFF	C	C	OFF	C	B
25	OFF	A	A	OFF	B	B	OFF	C	C	OFF	B
26	OFF	A	A	OFF	B	B	OFF	C	C	OFF	B
27	A	OFF	A	B	OFF	B	C	OFF	C	C	OFF
28	A	OFF	A	B	OFF	B	C	OFF	C	C	OFF
29	A	A	OFF	B	B	OFF	C	C	OFF	C	B
30	A	A	OFF	B	B	OFF	C	C	OFF	C	B
31	OFF	A	A	OFF	B	B	OFF	C	C	OFF	B

The above schedule represents a four (4) days on, two (2) days off work cycle. The requirements are eleven officers working the cycle. Part time officers being utilized will also aid the cycle.

### 5.9 Educational Allowance

The Village will reimburse a unit employee for the cost of tuition of a college level course related to the officer's duties or degree completion provided the officer receives a passing grade of 85 or above.

ARTICLE 6

OVERTIME PAY AND OTHER COMPENSATION

Whenever a member of the police department is required to work before his scheduled tour of duty, on a regular work day, and receives less than twenty-four (24) hours notice of said change, said member shall be compensated by the payment of two hours call in time, and any time a member of the police department is required to work beyond eight consecutive hours, said member shall receive time and one-half for all time worked in excess of eight consecutive hours. At any time a member of the police department is called in to work on his regularly scheduled day off, or on a scheduled vacation day, and receives less than twenty-four (24) hours notice thereof, said member shall be compensated by the payment of two hours call in time plus time and one-half for all time worked on that day. If a member receives more than twenty-four (24) hours notice to work on a scheduled day off or scheduled vacation day, call in time shall not apply, but he shall be paid time and one-half for all time worked on that day. Call in time and time and one-half shall be payable at any time that a member of the police department is required to appear to testify before the Grand Jury or any trial or other hearing, or as a court attendant, or for any other time devoted if the same is directly connected with said member's employment of the police department, unless the same occurs during the member's regularly scheduled tour of duty. Call in time shall not be paid if said member receives more than twenty-four (24) hours notice thereof, but time and one-half shall be paid in all such cases. A member of the police department scheduled to work the hours between 3:00 p.m. and 7:00 a.m. will receive a seventy cents (\$.70) per hour shift differential commencing June 1, 1990, such compensation to be paid on a monthly basis in the succeeding month.

In the event a member of the police department is required to work, whether it be scheduled or unscheduled for any reason, there will be a minimum payment to that member as follows: If a member is required to work for sixty (60) minutes or less, that member will receive a payment of two (2) hours pay at straight time. If a member is scheduled to work, required to appear in court, or for any other time devoted if the same is directly connected with said member's employment as a member of the police department and said member is cancelled prior to his scheduled time to appear, said member will receive a payment of two (2) hours pay at straight time. The above cancellation provision will apply when the member is advised of the cancellation on the day of his or her appearance starting at 12:01 a.m.

In regards to departmental schooling, any officer attending or scheduled for school on a pass day shall receive straight-time pay for that and all subsequent days where that officer would normally be "off". Overtime pay



will still encompass it's normal area in this area for anything over eight (8) hours in any twenty-four (24) hour day. Regularly scheduled re-certification classes are exempt from this clause as they can be scheduled on regular work days. Each officer attending any school consisting of eight (8) hours or more shall receive five dollars (\$5.00) for a meal for each such eight (8) or more hour days of the school attended. This will not apply to the basic police academy.

**ARTICLE 7 HOSPITALIZATION, MEDICAL AND LIFE INSURANCE**

**7.1 Village Obligation**

The Village shall pay all premiums charged by any group medical insurance carrier providing individual subscriber's coverage for those members of the police department presently or hereafter enrolled in said plan and will continue in effect the existing plan. Unit employees hired prior to January 17, 2002 (including any part-time employee employed as of September 26, 2001, who becomes a full-time unit employee) shall be grandfathered at 100% paid by the Village. Unit employees hired on or after January 17, 2002, shall contribute 15% of the cost of the premium for individual or family coverage.

Effective January 1, 2002, the Village will no longer reimburse unit employees for out-of-pocket co-payments based on the scheduled rates in effect on September 26, 2001. (5-10-25 employee obligation).

**7.2 Group Plan in Effect**

The Village may change the present group medical insurance plan provided that any new plan hereafter put into effect must offer equal or improved benefits as compared to those prevailing at the time of said change and further provided that there shall be no loss of benefits to any member of said plan by reason of said change or by reason of any waiting period or any other cause whatsoever.

It is agreed that members of the police department will participate in a paid prescription plan commonly known as 80/20. The employee will pay for twenty percent (20%) of a prescription with the remaining eighty percent (80%) being paid for by the insurance carrier.

**7.3 Life Insurance**

The Village shall provide life insurance in the amount of \$4,000.00 on the life of each member of the police department. The Village shall pay all premiums necessary to establish and maintain said life insurance.

Each member shall have the right to designate the beneficiary or beneficiaries thereof, and shall further have the right to designate the method of payment thereof to said beneficiaries.

**7.4 Dental Plan**

The Village shall provide Schedule A Basic and Supplemental Basic Dental Coverage, Blue Cross Blue Shield to each member of the Police Department covered by this contract. The Village shall pay all premiums necessary to establish and maintain said dental coverage. Effective January 1, 2002, the Village will upgrade the dental plan pursuant to the dental plan in effect on January 1, 2002 for other Village employees.

**ARTICLE 8 GRIEVANCE AND ARBITRATION**

**8.1 Grievance Procedure**

A grievance shall be defined as a claim that the Village violated a provision of this contract and shall be resolved by use of the following procedure:

- a. The grievance shall be first presented in writing by the PBA or a member to the Chief of Police, Lieutenant, or Senior Sergeant, and the Chief of Police shall reply in writing to the PBA within ten (10) working days thereafter.
- b. If no such reply is received or if such reply is not satisfactory to the PBA or member, the PBA or said member shall present such grievance in writing together with a copy of the reply from the Chief of Police, if any, to the Mayor of the Village. Within ten (10) working days thereafter, the Mayor shall reply in writing to the PBA or member.
- c. If the grievance remains unresolved, and if the grievance involves an alleged violation by the Village of any express provision of this contract, then the PBA may submit the grievance in writing (with a copy to the Village ) to the American Arbitration Association for the selection of an arbitrator to resolve the grievance in accordance with its rules and regulations. The decision of the arbitrator shall be final and binding on both parties to the contract. The fees and expenses of the arbitrator shall be shared equally by the Village and the PBA or aggrieved member.

**8.2 Limitations on Arbitrator's Authority**

The arbitrator shall have no power to add to, subtract from, or change any of the provisions of this agreement, nor shall said arbitrator have authority to

render any decision which conflicts with the law, ruling, or regulation binding upon the Village nor to imply any obligation on the Village which is not specifically set forth in this agreement. Awards may not be retroactive beyond two (2) weeks prior to service of the written grievance upon the Village.

**8.3 Time Limitation**

If a written copy of the grievance is not served on the Village within two (2) weeks of the act, occurrence or event giving rise to the grievance, or if the grievance is not submitted in writing to the American Arbitration Association as set forth in section 8.1(3) within sixty (60) days after the date its presentation in writing as set forth in section 8.1(1), the grievance shall be deemed waived and there shall be no right to arbitration.

**8.4 Discharge and Discipline**

All disputes concerning disciplinary proceedings shall be resolved pursuant to the grievance procedure outlined above.

**8.5 Rights**

If a member of the police department is under arrest or is likely to be or if he is a suspect or the target of a criminal investigation, he shall be given his constitutional rights pursuant to the current decisions of the Supreme Court of the United States of America, prior to his interrogation.

**ARTICLE 9 PROMOTIONAL LISTS**

To the extent possible under Civil Service Law and Regulations, the Village will provide that all eligibility lists for the promotion in the police department shall be effective for a term of two (2) years.

**ARTICLE 10 RETIREMENT PLAN**

**10.1 Village Obligations**

The Village agrees that the Village shall continue all of the retirement plans presently in effect for each member of the police department as the same presently apply and as previously agreed upon between the parties.

The parties further agree that any new member of the police department shall be covered under the twenty-year plan which became effective for the members of the police department on or after July 1, 1973, and as described in Section 384D of the Retirement and Social Security Law of the State of New York; provided, however, that any new member of the police department who shall have been previously enrolled in a retirement plan other than the plan which became effective on or after July 1, 1973, as aforesaid,

shall be continued in such other plan upon his appointment to the police department who shall have been previously enrolled in a retirement plan other than the plan which became effective on or after July 1, 1973, as aforesaid, shall be continued in such other plan upon his appointment to the police department whenever the same is possible pursuant to the applicable, sections of the Retirement and Social Security Law of the State of New York.

**10.2 Limitation on Village Liability**

It is understood that the Village's liability under this Article is limited to making the required contributions.

**10.3 Accreditation of Armed Services Time**

Each member of the bargaining unit shall be entitled to apply for and receive accreditation of Armed Services time towards retirement upon fulfilling all requirements of the Retirement and Social Security Law of the State of New York relative thereto.

**ARTICLE 11 STATUTORY PROVISIONS**

It is agreed by the Village that should any provision of this agreement require legislative action to permit its implementation by amendment of law or by providing additional funds therefore or otherwise, that the Village shall immediately acquire such additional funds, and it is agreed by the PBA that the provisions hereof so requiring said legislative action or said additional funds shall not become effective until such time as the appropriate legislative action has terminated and said additional funds have been acquired, and the Village agrees that thereafter all such rights shall become immediately effective on a retroactive basis commencing December 1, 1997.

**ARTICLE 12 MISCELLANEOUS**

The terms and provisions hereof shall bind the parties hereto for a period of \_\_\_\_\_ years commencing \_\_\_\_\_, 2002, and termination on \_\_\_\_\_, 20\_\_\_\_, and the terms and provisions thereof shall be effective as of \_\_\_\_\_, 2002.

**ARTICLE 13 ENTIRE AGREEMENT AND MODIFICATION**

The Village shall not be bound by any obligation or requirement that is not specifically set forth in this agreement except that all benefits in existence prior to the execution thereof, and not that all specifically mentioned herein shall be retained as benefits by the Village of Solvay Police Department and neither the Village nor the PBA will be required to negotiate on any matter

or subject set forth herein prior to one hundred eighty (180) days before the termination thereof. The parties may, however, by mutual agreement modify, delete, or in any way add to the provisions of the agreement during its term provided, however, that any such modifications, deletion, addition or understanding shall not be binding upon either party unless the same is received in writing and is approved in writing by the Village and the PBA.

**ARTICLE 14 SAVINGS CLAUSE**

Should any term or provision of this agreement be in conflict with any state or Federal Statute or other applicable law or regulations which is binding upon the Village, such law or regulation shall prevail. In such event, however the remaining terms and provisions of this contract will continue and remain in full force and effect.

  
PRESIDENT  
SOLVAY POLICE BENEVOLENT  
ASSOCIATION INCORPORATED

  
VILLAGE OF SOLVAY

  
VICE PRESIDENT

SOLVAY POLICE DEPARTMENT  
Inter-Departmental-Memo

TO: CHIEF COX  
FROM: SGT. MOSSOTTI  
SUBJECT: DETECTIVE POSITION

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DATE: 12-30-01

CHIEF,

WITH YOUR PERMISSION, THE MAJORITY OF THE MEMBERS OF THE SOLVAY PBA MET, DISCUSSED AND AGREED TO THE FOLLOWING CHANGES/ADDITIONS TO THE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF SOLVAY AND THE SOLVAY PBA.

THE VILLAGE OF SOLVAY POLICE DEPARTMENT SHALL DETAIL ONE OF ITS PATROLMAN TO PERFORM THE DUTIES OF A DETECTIVE.

THE ASSIGNMENT SHALL BE FOR A PERIOD OF 18 MONTHS AND SHALL BE OPEN FOR BID AMONGST ALL FULL TIME PATROLMAN OF THE POLICE DEPARTMENT.

THE CHIEF OF POLICE SHALL DETERMINE FINAL SELECTION OF THE CANDIDATES APPLYING FOR THE POSITION. IN SELECTING AN OFFICER FOR THE POSITION, THE CHIEF SHALL CONSIDER THE FOLLOWING BUT NOT BE LIMITED TO, SENIORITY WITHIN THE POLICE DEPARTMENT, TOTAL POLICE EXPERIENCE, PAST PERFORMANCE, DEPENDABILITY, ABILITY TO FUNCTION WITHOUT SUPERVISION, AND WORKING KNOWLEDGE OF THE LAWS OF THE STATE OF NEW YORK.

THE POSITION WILL BE PERMANENT AND FULL TIME FOR AN 18-MONTH PERIOD. THE DETECTIVE WILL WORK A 5/2, 40 HOUR WORK WEEK SCHEDULE, (MONDAY - FRIDAY), WITH SATURDAYS AND SUNDAYS OFF. DUE TO THE INCREASE IN DAYS/HOURS WORKED BY THE DETECTIVE, IN COMPARISON TO THE PATROL OFFICER'S SCHEDULE, THE DETECTIVE SHALL BE COMPENSATED WITH ADDITIONAL VACATION TIME EQUAL TO THE ADDITIONAL DAYS/HOURS WORKED. PRO-RATION OF THESE ADDITIONAL VACATION DAYS SHALL OCCUR DURING THE PARTIAL YEAR WORKED IN THIS CAPACITY.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Approved \_\_\_\_\_ Date \_\_\_\_\_

THE DAILY WORK SCHEDULE SHALL BE AN EIGHT (8) HOUR WORK DAY, WITH THE "NORMAL" WORK HOURS TO BE DETERMINED BY THE CHIEF OF POLICE. THESE HOURS SHALL BE FLEXIBLE IN ORDER TO MEET THE NEEDS OF THE INVESTIGATIVE POSITION. TIME WORKED IN EXCESS OF THIS "NORMAL" WORK SCHEDULE BY THE DETECTIVE, SHALL BE PAID AT THE RATE OF TIME AND ONE HALF.

THE OFFICER ASSIGNED AS THE DETECTIVE WILL NOT BE REQUIRED TO COMPLETE THE VACATION REQUEST CALENDAR. VACATION REQUESTS SHALL BE MADE DIRECTLY TO THE SCHEDULING SUPERVISOR.

THE DETECTIVE'S VACATION TIME WILL BE INDEPENDENT OF THE NORMAL VACATION POLICY/PROCEDURE AND SHALL NOT CONFLICT WITH THE VACATION REQUESTS OF THE PATROL OFFICERS. THE DETECTIVE CAN UTILIZE HIS ALLOTTED VACATION TIME OFF, THROUGHOUT THE YEAR. IF NECESSARY AND WITH ADVANCED NOTICE, THE DETECTIVE MAY BE REQUIRED TO WORK A DIFFERENT SHIFT IN ORDER TO FACILITATE SHIFT COVERAGE FOR THE PURPOSE OF VACATION RELIEF. THIS REASSIGNMENT SHALL NOT PRECLUDE THE DETECTIVE FROM TAKING HIS EARNED VACATION TIME.

THE SPECIFIC DUTIES OF THE DETECTIVE SHALL BE DETAILED BY THE CHIEF OF POLICE, WITHIN THE SOLVAY POLICE DEPARTMENT DUTY MANUAL.

THE DETECTIVE SHALL CONTINUE TO BE PAID "HOLIDAY PAY" IN ACCORDANCE WITH THE BARGAINING AGREEMENT.

THE DETECTIVE SHALL ADHERE TO THIS SECTION, ALL OTHER APPROPRIATE SECTIONS AND REMAIN A PART OF THE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF SOLVAY AND THE SOLVAY POLICE BENEVOLENT ASSOCIATION.

RESPECTFULLY SUBMITTED,

CC: DANIEL NICOLINI (PBA PRESIDENT)

Signed \_\_\_\_\_ Date \_\_\_\_\_

Approved \_\_\_\_\_ Date \_\_\_\_\_

SOLVAY POLICE DEPARTMENT  
Inter-Departmental-Memo

TO: CHIEF COX  
FROM: SGT. MOSSOTTI  
SUBJECT: S.R.O. AGREEMENT

DATE: 12-30-01

CHIEF,

AT YOUR DIRECTION AND GIVEN GUIDELINES, THE MAJORITY OF THE MEMBERS OF THE SOLVAY PBA MET, DISCUSSED AND AGREED TO THE FOLLOWING CHANGES/ADDITIONS TO THE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF SOLVAY AND THE SOLVAY PBA.

THE VILLAGE OF SOLVAY POLICE DEPARTMENT SHALL CREATE AND SUSTAIN A POSITION FOR ONE POLICE OFFICER TO BE ASSIGNED AS A "SCHOOL RESOURCE OFFICER", (S.R.O.), FOR THE SOLVAY UNION FREE SCHOOL DISTRICT.

THE POSITION WILL BE A PERMANENT/FULL TIME POSITION AND WILL REQUIRE THE S.R.O. TO WORK A 5/2, 40 HOUR WORK WEEK SCHEDULE, (MONDAY - FRIDAY), WITH SATURDAYS AND SUNDAYS OFF. DUE TO THE INCREASE IN DAYS/HOURS WORKED BY THE S.R.O., IN COMPARISON TO THE PATROL OFFICER'S SCHEDULE, THE S.R.O. SHALL BE COMPENSATED WITH ADDITIONAL VACATION TIME EQUAL TO THE ADDITIONAL DAYS/HOURS WORKED.

THE DAILY WORK HOUR SCHEDULE SHALL BE AN EIGHT (8) HOUR WORK DAY, WITH THE "NORMAL" WORK HOURS TO BE DETERMINED AND AGREED UPON, BY THE SUPERINTENDENT OF THE SCHOOLS AND THE CHIEF OF POLICE. TIME WORKED IN EXCESS OF THIS "NORMAL" WORK SCHEDULE BY THE S.R.O., SHALL BE PAID AT THE RATE OF TIME AND ONE HALF.

THE OFFICER ASSIGNED AS THE S.R.O. WILL NOT BE REQUIRED TO COMPLETE THE VACATION REQUEST CALENDAR. VACATION REQUESTS SHALL BE MADE DIRECTLY TO THE SCHEDULING SUPERVISOR.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Approved \_\_\_\_\_

Date \_\_\_\_\_



THE S.R.O.'S VACATION TIME WILL BE INDEPENDENT OF THE NORMAL VACATION POLICE PROCEDURE AND SHALL NOT CONFLICT WITH THE VACATION REQUESTS OF THE PATROL OFFICERS. THE S.R.O. CAN UTILIZE HIS ALLOTTED VACATION TIME OFF, THROUGHOUT THE YEAR.

THE PATROL OFFICER ASSIGNED TO WORK AS THE S.R.O. SHALL BE REPLACED BY THE HIRING OF AN ADDITIONAL PATROL OFFICER TO WORK IN HIS PLACE ON PATROL.

WHENEVER SCHOOL IS IN SESSION, THE S.R.O. SHALL BE ASSIGNED TO WORK AT ONE OF THE SOLVAY SCHOOLS AND SHALL BE PRIMARILY BASED AT THE SOLVAY SENIOR HIGH SCHOOL.

THE SPECIFIC DUTIES OF THE S.R.O. WHILE WORKING AT THE SCHOOLS SHALL BE DETERMINED BY THE SUPERINTENDENT AND THE CHIEF OF POLICE. THESE DUTIES SHALL BE DETAILED IN THE AGREEMENT SIGNED BY THE VILLAGE OF SOLVAY BOARD AND THE SOLVAY UNION FREE SCHOOL DISTRICT.

WHEN SCHOOL IS NOT IN SESSION, THE S.R.O. SHALL RETURN TO THE PATROL DIVISION AND ASSUME THE DUTIES OF A PATROL OFFICER. THE S.R.O. SHALL RETURN TO THE SHIFT THAT HE WAS PREVIOUSLY ASSIGNED PRIOR TO WORKING AS THE S.R.O. AS AN EXTRA PATROLMAN. IF NECESSARY AND WITH ADVANCED NOTICE, THE S.R.O. MAY BE REQUIRED TO WORK A DIFFERENT SHIFT IN ORDER TO FACILITATE SHIFT COVERAGE FOR THE PURPOSE OF VACATION RELIEF. THIS REASSIGNMENT SHALL NOT PRECLUDE THE S.R.O. FROM TAKING HIS EARNED VACATION TIME.

THE S.R.O. SHALL CONTINUE TO BE PAID "HOLIDAY PAY" IN ACCORDANCE WITH THE BARGAINING AGREEMENT.

THE S.R.O. SHALL ADHERE TO THIS SECTION, ALL OTHER APPROPRIATE SECTIONS AND REMAIN A PART OF THE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF SOLVAY AND THE SOLVAY POLICE BENEVOLENT ASSOCIATION.

RESPECTFULLY SUBMITTED,

CC: DANIEL NICOLINI (PBA PRESIDENT)

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Approved \_\_\_\_\_ Date \_\_\_\_\_